

Institute of Metallurgy and Materials Science
Polish Academy of Sciences
Reymonta 25 st., 30-059 Kraków
Website: www.imim.pl
e-mail: przetargi@imim.pl
Number of issue: **ZO/06/2018**

ENQUIRY FOR QUOTATION refers to :

PURCHASE OF PRECISE WIRE SAW

I. ORDERER

Institute of Metallurgy and Materials Science
Polish Academy of Sciences
Reymonta 25 str., 30-059 Kraków
Tax Identification Number: PL 6750001857
National Business Registry Number: 000326374

II. DESCRIPTION OF THE SUBJECT OF THE ORDER

1. The subject of the enquiry is the purchase of a precise wire saw: In the unit cutting is obtained by using a wire covered with a diamond dust. The saw should be equipped with a wire rewinding system. The saw should achieve relatively low cutting speeds and be equipped with a cooling system in order to avoid overheating of the material as well as protecting it. Cutting should allow to obtain flat surfaces with clear edges, eliminating the modification of the material structure. The sample subjected to the cutting process should be stabilized in the holder. The device should allow to obtain very precise cutting of the sample at the desired point and the rotation of the sample around the z-axis. The saw should also be equipped with an element designed to heat the sample. The possibility of easy observation of the cutting point of the material is required.

2. Requirements

	Technical parameteres
1	Wire saw
2	Turntable with set of minimum 5 pads
3	Micrometer table
4	2 x Diamond wires, d=0,2-0,3 mm, μ 40
5	Sample holder with set of minimum 5 pads
6	Rewidning system
7	Goniometer head, triple-axis, with minimum 2 tables
8	Heating plate for samples, 230 V, 50 Hz, Temp: 140-160 °C,
9	Double vice
10	Maximal cutting depth 50 – 55 mm
11	Cooling system

12	Wire speed up to 3,6 m/s
13	Primary voltage 230 V/ 50 Hz
14	Max. Sample weight: 2,5 kg
15	Possibility to cut samples which dimensions are up to 50 x 50 x 50 mm – Ø 50 mm
16	Cutting fluid
17	Machine control - touch screen
18	USB output
19	Service help located in Central Europe

3. Warranty:

The Contractor must offer at least a 12-month warranty period for the delivered equipment, valid from the date of signing the acceptance protocol without reservations.

4. Delivery:

The cost of delivery of the device must be included in the price of the offer. Place of delivery of the subject of the order : Institute of Metallurgy and Materials Science , Polish Academy of Sciences , Reymonta 25 str., 30-059 Kraków, Poland

III. THE CONTRACTOR REMAINS ASSOCIATED FOR THE PERIOD OF 30 DAYS.

IV. ORDER IMPLEMENTATION DEADLINE

The subject of order shipped **within 30 days from the date of order.**

V. DESCRIPTION OF THE MANNER OF ORDER PREPARATION

The offer should:

contain the address or residence information of the offerer, the e-mail address, the telephone number, the Tax Identification Number in accordance to att.1 and the description of technical parameters.

VI. PLACE AND FINAL DATE OF SENDING OFFERS

1. The offer should be sent via mail to: przetargi@imim.pl or via fax to no.: +48 12 295-28-04 or via post or courier company to the following address: Institute of Metallurgy and Materials Science, Polish Academy of Sciences, Reymonta 25 str., 30-059, room 225, floor II **by 10.04.2018, 12:00.**

2. Offers sent after the deadline will not be considered.

3. The Offerer can change or remove his/her offer before the deadline.

4. In the course of the offer examination and evaluation, the Orderer can demand that the Offerers provide explanations concerning the contents of the submitted offers.

VII. OFFER EVALUATION

The Orderer will perform an evaluation of the valid offers on the basis of the following criteria:

No.	Type of criteria:	Weighting
1	Price	100

VIII. ADDITIONAL INFORMATION

Any additional information is provided by Marek Pac at the telephone number: +48 12 295-28-45 and e-mail address: m.pac@imim.pl.

IX. THE OFFERER IS OBLIGATED TO ENCLOSE FOLLOWING DOCUMENTS:

	Attachment
1	Offer form
2	Technical data sheet

X. ATTACHMENTS

	Attachment
1	Offer form
2	The draft of the contract

OFFER FORM

NAME OF THE OFFERER:

ADDRESS:

TEL./FAX/ E-MAIL

TAX ID

BANK / NO ACCOUNT

**Institute of Metallurgy and Materials Science
Polish Academy of Sciences
Reymonta 25 str., 30-059 Krakow**

Acceding to a procurement procedure, the subject of which is: purchase of a precise wire saw, I offer the realization of an order, in accordance with the rules specified in the enquiry:

Net price:

Gross price:

The above price includes VAT in the amount of %EUR

Repair covered by the warranty, i.e. restoration of the lost value to the product within days from the date of notification by the Orderer.

Response time to report a fault

The period of the warranty is

The deadline for the contract is

Place and date

.....

.....
signature of the person / authorized / authorized person to represent
the Offerer

I, hereby declare that:

1. I agree for the terms of payment within 21 days of receipt of an invoice by the Orderer.
2. I declare that we got acquainted with the offer inquiry and we have no objections as well as declare that we received all necessary information required to prepare an offer.
3. the detailed terms and conditions enclosed in the request were accepted by our company and we undertake, in case of our offer will be choose to sign an agreement, under the terms and conditions below, for a period of 30 days.
4. Persons being authorized to represent our company are as follow:

Name and surname	Signature form
1.
2.

The authorization for the above-mentioned persons results from the following document(s), which we enclose with an offer.

5. Attachments for this offer are:

- 1).....
- 2).....
- 3).....
- 4).....
- 5).....
- 6).....
- 7).....
- 8).....
- 9).....

Place and date
.....

Signature of the person authorized to represent an Offerer
.....

CONTRACT DRAFT

concluded on in Kraków

between:

**Institute of Metallurgy and Materials Science
of Polish Academy of Sciences**

located at: Reymonta 25, 30-059 Kraków

Tax Identification Number: PL 6750001857, National Business Registry Number: 000326374

represented by:

Institute Director: Prof. Paweł Zięba, PhD, Eng.

hereinafter referred to as "Purchaser"

and

.....,

located at:,

Tax Identification Number:, National Business Registry Number:
.....

represented by:

.....

Personal ID Number:,

hereinafter referred to as "Vendor",

hereinafter referred to as "Parties"

§ 1

1. The Subject of this Contract is the **delivery of a precision wire saw**.
2. A detailed specification of the Contract Subject is provided in the Vendor' offer as of, which constitutes an integral part of this Contract.

§ 2

1. The Vendor agrees to deliver the Subject of the Contract to **Institute of Metallurgy and Materials Science of Polish Academy of Sciences in Kraków, located at Reymonta 25, 30-059 Kraków, not later than**
2. The hand-over of the Contract Subject to the Purchaser should take place at the location agreed to in Section 1, at the time agreed to with the Purchaser.
3. The Contract Subject delivery date is deemed as met if the Vendor delivers the Contract Subject to its destination complete and unaltered before its expiry, according to the conditions specified in the Vendor's offer.

§ 3

1. The Parties agree to the price of the Contract Subject specified in § 1 in the amount of:, (in words:.....)
2. The net price is:, Euro, the VAT rate is: %, the VAT value is:, Eur. The VAT rate is covered by the Purchaser.
3. The price includes the total sum which the Purchaser agrees to pay for the Contract Subject and its delivery to the location specified by the Purchaser. The price specifically includes the costs and fees related to the delivery of the Contract Subject; the transport costs, the insurance, the custom duty, the loading and unloading, the documentation necessary for normal use, the maintenance and repair of the Contract Subject.
4. The risk of a loss of the Contract Subject during transport lies on the Vendor.

§ 4

1. The payment referred to in § 3 Section 1 will be settled by the Purchaser within 21 days from the day of receiving the invoice issued by the Vendor **after the Contract Subject has been handed over.**
2. The Parties agree that the payment will be settled in the form of a money transfer to the Vendor's bank account number,
3. The Parties agree that the payment is settled on the day when the Purchaser's bank account is charged.
4. In the case of a delay in payment, the Vendor shall have the right to claim statutory interest for each day of delay.

§ 5

1. The Parties agree that the Vendor shall be liable for the non-performance or improper performance of the Contract in the form of contractual penalties.
2. The Vendor will pay the contractual penalties to the Purchaser:
 - a) for a delay in the Contract Subject delivery in the amount of 0,05 % OFthe price specified in § 3 Section 1 for each day of delay,

b) for a delay in the removal of defects noted upon delivery or within the period of surety and warranty in the amount of 0,05 % of the price specified in § 3 Section 1 for each day of delay from the day pointed to as the deadline of removing the defects;

c) under the withdrawal from the contract due to reasons attributable to the Vendor in the amount of 10% of the price specified in § 3 Section 1.

3. The payment of contractual penalties does not exclude damages claims which exceed the value of the contractual penalties.

4. Neither Party is liable to one another for the non-performance or improper performance of their obligations under the Contract if the non-performance or improper performance of these obligations is a result of force majeure. Force majeure is understood as any extraordinary external event impossible to predict, such as: disasters, fires, floods, explosions, social unrests, acts of war, acts of state or administrative authorities, which partially or fully prevent the fulfillment of the Parties' obligations under the Contract.

§ 6

1. The Purchaser can withdraw from the Contract in the case of the occurrence of a significant change of circumstances causing the performance of the Contract to be not in the public interest; which was impossible to predict at the moment of its conclusion, by notifying the Vendor in writing within 30 days as of the date on which the knowledge of the above circumstances is acquired. In such a case, the provisions referring to the contractual penalty do not apply.

2. In the case of exceeding the delivery deadline by a period of at least 30 days as of the date specified in §2 Section 1, the Purchaser shall have the right to withdraw from the Contract and charge the contractual penalties specified in § 5 Section 2. c).

§ 7

1. The Vendor provides a month warranty period for the Contract Subject, whereby the entitlements to surety are not excluded. The warranty period is calculated from the date when the certificate of completion is signed.

2. Under the warranty, the Vendor will ensure the performance of repairs within the warranty period at the residence of the user or a free transport to the repair workshop.

3. The time of reaction to the report of a defect cannot be longer than **days** as of the moment of the report, and the reparation time cannot exceed **days** as of the initiation of the defect removal or repair.

4. Any reports of defects (flaws) will be provided to the Vendor via fax no.: or e-mail:, with a return receipt requested to the Purchaser's fax no.: or e-mail:

5. In the case of a change of the telephone number or e-mail address, the Vendor is obliged to notify the Purchaser 5 days in advance, under pain of deeming the report of defect as performed properly.

6. The warranty period for the equipment will be automatically prolonged by the time passed from the moment of defect report to the equipment's start-up after the repair has been performed.

7. In the case when the defect or flaw is not removed by the Vendor within the time required by the Purchaser or in the case of the lack of reaction to the reported defect or flaw of the delivered equipment, the Purchaser, after a single repeated request for their removal, can order a third party to remove the defect or flaw, with the preservation of the rights under the warranty. In the case of taking advantage of the above right, the Purchaser is obliged to notify the Vendor of this fact in writing without delay. The Purchaser will notify the Vendor of the scope of the performed work (repairs, alterations, etc.). In such as case, the Vendor is obliged to pay to the Purchaser the sum equivalent to the cost born by the Purchaser for the performance of such work.

8. The Vendor is obliged to replace the faulty device (assembly) for one free of defects after two ineffective warranty repairs.

9. The warranty does to exclude the entitlements of the Orderer under the warranties provided by the equipment producers. The Warranty conditions take precedence over the conditions of the warranties provided by the equipment producers in the scope in which the conditions of the Warranty provide the Orderer with a stronger coverage.

§ 8

The Purchaser shall provide the necessary organizational conditions enabling: the Vendor's access to the equipment and personnel of the Purchaser – in the scope necessary for the performance of this Contract.

§ 9

Any amendments to the Contract require the agreement of both Parties, with the preservation of the written form under pain of nullity.

§10

The appropriate court for the settlement of disputes resulting from the implementation of this Contract is the court of local jurisdiction of the Purchaser.

§11

In the scope not regulated by the Contract hereby, the relevant Civil Code and Public Procurement Law regulations apply.

§12

Any attachments constitute an integral part of this Contract.

§13

The Contract has been drawn up in 3 identical copies; 2 for the Purchaser and 1 for the Vendor.

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Purchaser

Vendor